



Nathan R. Webb  
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ph/fax: 847-584-2223

November 1, 2005

Com Ed  
Central Handling Department

Via fax (630-684-2692)

Please be informed that First American Bank is scheduled to close on a sale of the building at 5725 St Charles Road in Berkeley, IL on 11/7/05. As such, please terminate service for the following accounts as of 11/8/05.

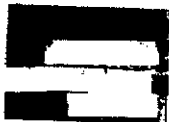
5823641046	5823646023	5823633017
5823643031	5823655031	5823656065
5823644038	5823634041	5823635039
5823636018	5823638049	5823639046
5823640030		

Thank you for your services and please call with any questions.

Sincerely,

A handwritten signature in dark ink, appearing to read "Nathan Webb", written over a horizontal line.

Nathan R. Webb  
Vice President



November 8, 2005

Crm Ed  
Central Handling Department

Via fax (630-684-2692)

I have just purchased building 5725 St. Charles Rd., Berkeley,  
IL 60163 with the following account numbers:

5823641046	5823646023	5823633017
5823643031	5823655031	5823656065
5823644038	5823634041	5823635039
5823636018	5823638049	5823639046
5823640030		

Could you please make me the new account:

Eric Wickman

6460 Double Eagle Dr. Ste 723  
Woodridge, IL 60517

Phone: (630) 390-9026

Fax: (630) 271-1273

SS# 340-82-2445

License: W 255 234 098 502

Could you please fax back confirmation that  
the change has been made and that you please send the  
checking account direct payment form. Thank You-Eric

TX RESULT REPORT

NAME: Inland Real Estate Sales  
TEL : 630 218 4901  
DATE: NOV. 08 '2005 14:58

SESSION	FUNCTION	NO.	DESTINATION STATION	DATE	TIME	PAGE	DURATION	MODE	RESULT
4889	TX	01	916306842692	NOV. 08	14:57	001	00H00'32"	ECM	OK

## **Timeline of Events:**

### **November 7, 2005**

I closed on a vacant commercial building and received a document the seller had faxed to Com Ed's fax-only department reading, "Please terminate service for the following accounts as of 11/8/05." (Enclosed)

### **November 8, 2005**

I faxed Com Ed an offer for their services stating several reasonable modes with which to acknowledge acceptance and fulfill full performance, including a specific request for faxed confirmation, as the responsible department was not reachable by phone. (Enclosed)

### **November 8, 2005 to July, 2006**

I received nothing from Com Ed. In January, I moved from the address I gave Com Ed in November, 2005 to a new address in Aurora, but had the Post Office forward all mail to my new address for the standard 6 month time period.

### **July, 2006**

I faxed Com Ed to take the meters off the building so that I could demolish the property, and was then faxed to call a certain number. When I called, I was told that there had been approximately \$1,507.15 accumulated, and that Com Ed had been sending these bills to the 100% clearly vacant commercial building, and continued to send the bills to this building despite (1) having them unpaid for 9 months, (2) continuously returned back to Com Ed month after month, and (3) having received three crystal clear modes of communication on the same page as my 9 month-old offer.

### **August, 2006**

Upon receiving the balances without breakdowns, along with threats from collection agencies, and with no response from the department I was told to fax several times, I called the Commerce Commission. Since I did not have a breakdown of the billing, and since I never received acceptance of my original offer, the only explanation appeared to be that late fees had been accumulating from a remaining balance resulting from the service being terminated on November 8, 2005. I requested that the late fees be taken off. Com Ed admitted error and took the late fees off. However, once I finally received a breakdown of the billing, I had noticed that Com Ed had been servicing the 12 meters on the building for 9 months, and that that was what the large majority of the balances consisted of.

(Complaint on next page)

## **Complaint:**

Because the 100% clearly vacant building was going to be demolished in the near future, my offer to Com Ed *clearly and specifically asked for faxed confirmation*, and gave several other very reasonable modes with which to acknowledge acceptance of my offer. Because of this, it was their responsibility to use these modes to show acceptance of my offer. Non of these modes were used for acceptance or performance, despite Com Ed receiving the bills "Returned to Sender" month after month.

As stated in the Uniform Commercial Code, Part 1: Sales, Section 2-206, Paragraph (2):

"Where the beginning of a requested performance is a reasonable mode of acceptance an offeror who is not notified of acceptance within a reasonable time may treat the offer as having lapsed before acceptance."

As stated in the Uniform Commercial Code, Part 1: Sales, Section 2-311, Paragraph (3):

"Where such specification would materially affect the other party's performance but is not seasonably made or where one party's cooperation is necessary to the agreed performance of the other but is not seasonably forthcoming, the other party in addition to all other remedies

- (a) is excused for any resulting delay in his own performance; and
- (b) may also either proceed to perform in any reasonable manner or after the time for a material part of his own performance treat the failure to specify or to cooperate as a breach by failure to deliver or accept goods."